

AGREEMENT BETWEEN

BOROUGH OF LONGPORT

- AND -

GOVERNMENT WORKERS UNION

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JANUARY 1, 2015 – DECEMBER 31, 2018

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PREPARED BY:

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## PREAMBLE

- A. This Agreement is made between the Borough of Longport (hereinafter referred to As Employer) and the **Government Workers Union** (hereinafter referred to as Union).
- B. This Agreement has its purpose the following objectives:
  - 1. To achieve and thereafter maintain a harmonious relationship characterized by mutual respect and cooperation.
  - 2. The establishment of an equitable, peaceful and fair procedure for the resolution of differences.
  - 3. The establishment of negotiated rates of pay, hours of work and terms and conditions of employment.
- C. The Employer and Union enter into this Agreement with the expectation that its Implementation will enhance the ability of both to serve the interests of its constituents.
- D. The parties recognize and endorse the responsibility of the Employer to provide the highest quality of service to its residents. The parties further subscribe to the traditional principles of professional ethics.
- E. The Employer and the Union have entered into collective negotiations and mutually agree to as follows:

## ARTICLE I

### RECOGNITION AND DEFINITIONS OF TERMS

- A. The Employer recognizes the Union as the sole and exclusive agent and representative for each and all of the Employees in the following title:
    1. Public Safety Telecommunicator
    2. Supervisor of Public Safety Telecommunicators
  - B. The Employer and its agents further agree not to bargain with, or enter into Agreements of any kind with individual employees, groups of Employees or any other bargaining unit regarding Employees covered by this Agreement as indicated in section A (1) above.
  - C. All other Employee classifications are excluded from this Agreement.
  - D. The Employer and the Union recognize the rights and obligations of the parties to negotiate rates of pay, hours of work and all other terms and conditions of employment and to administer this Agreement on behalf of covered Employees, and that such administration shall be free from discrimination and apply equally to all Employees in the bargaining unit and without regard to membership or choice of non-membership in the Union.
- E. **DEFINITION OF TERMS:**
1. Unless otherwise indicated to the contrary, the following terms, when used herein, shall be defined as follows:
    - a. **Employees** – refers to workers in a job title included in the bargaining unit as described in Article I, section A (1) above.
    - b. **Union** – refers to the Government Workers Union.
    - c. **Employer** – refers to the Borough of Longport, New Jersey.
    - d. **Management** – refers to Municipal Officials or Employees with supervisory authority of Employees in this bargaining unit.

- e. **Authorized Representative** – refers to Union and Employer Employees who are officially authorized by virtue of position and/or delegated authority – to insure the correct and proper implementation of the terms contained herein.
- f. **Seniority** – refers to the length of full time continuous employment in a specific classification with the employer.
- g. **Compensatory Overtime Time** – is leave time accrued on the basis of one and one-half (1 ½) times the hours worked. It is expressed in straight time hours of leave available. For example, an Employee working four hours overtime and electing compensatory time off in lieu of payment would add six (6) hours to their available compensatory accrual. Said leave time may be used in fifteen (15) minute increments. Maximum accrual is one hundred twenty (120) hours.
- h. **Compensatory Straight Time** – is leave time accrued on the basis of one-hour compensatory time for one (1) hour worked.
- i. Employees will progress on the wage table negotiated and horizontally appearing in Article XXI – Salary and Wages, each January 1<sup>st</sup>. Employees will descend the table vertically on their anniversary date in accordance with wage table.

## ARTICLE II

### TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2015 and remain in full force and effect through December 31, 2018.

- A. All terms and conditions of this Agreement shall remain "status quo" until the signing of a successor Agreement.
- B. In the event that notice is given, negotiations shall commence no later than ninety (90) days prior to the Agreement's expiration date. The terms and conditions of this Agreement shall remain in full force and effect during the period of negotiation and thereafter until such time as a new Agreement is executed and becomes effective.

## ARTICLE III

### DUES AND REPRESENTATION FEE

- A. The Employer agrees to deduct Union dues from the salaries of bargaining unit Employees subject to this Agreement. The amounts to be deducted shall be certified to the Employer by the Union on an annual basis.
- B. Membership dues deduction shall be made for each Employee who requests, in writing, that such deduction be made. Members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.
- C. The Employer shall deduct from the pay of each Employee subject to this Agreement – who does not submit a written authorization for membership dues deduction, a representation fee in lieu of dues equivalent to eighty five (85%) percent of the regular monthly membership dues, in accordance with P.L. 1979, Chapter 477 (as it relates to the Agency Shop provisions) for covered periods of Employment.
- D. All deductions under this Article shall commence sixty (60) days after the Employee's date of hire.
- E. All deductions under this Article shall be made, together with a list of names for which deductions were made, after each payroll, to the Union office, c/o Secretary/Treasurer, Government Workers Union, 18 South 2<sup>nd</sup> Street, PO Box 664, Hammonton, New Jersey 08037.
- F. Government Workers Political Action Fund: Upon receipt of written authorization for deductions from wages, the Employer agrees to deduct the amount specified each month for the Government Workers Union Political Action Fund. No deduction shall be made if law prohibits it.
- G. The Union shall indemnify and hold the Employer harmless against any liability that may arise from implementation of this Article.

## ARTICLE IV

### NO DISCRIMINATION

- A. The Employer and the Union agree that each provision of this Agreement shall Apply equally to all covered Employees and that there shall be no intimidation of, interference with, or discrimination against an Employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, blood trait, United States or State Armed Services activity, Union activity or non-Union membership or any other protected class under law.

## ARTICLE V

### UNION RIGHTS

- A. Agents of the Union who are or are not Employees of the Employer shall be permitted to visit job sites and work locations for the purposes of Union business, so long as such visitations do not substantially interfere with the general business operation of the Employer. Such approval shall not be unreasonably denied.
- B. The Employer will furnish copies of pertinent Employer records to the Local Union President or National Representatives required to resolve a dispute under the terms of this Agreement, upon prior written notice. As appropriate, the Employer may require a signed authorization form from the Employee involved in order to insure that his/her privacy is protected.
- C. The Employer shall provide the Union with a bulletin board.
- D. The Union has the right to designate Borough Employees as official Union representatives and specify their respective responsibilities. These representatives may conduct Union business without loss of pay or benefits so long as said activity does not substantially interfere with day-to-day operations.
- E. The Employer shall permit Employee Union representatives reasonable release time (not to exceed four (4) hours), to attend Union authorized and Employer approved, educational opportunities. Said release time shall be requested, in writing, from the Union office no less than seven (7) days prior to the date requested.
- F. The Employer will allow the Union reasonable use of meeting facilities, subject to availability.

## ARTICLE VI

### MANAGEMENT RIGHTS

- A. The Employer retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the Following specific rights:
  - 1. To the executive management and administrative control of all Borough functions, properties and facilities, and the activities of Borough Employees;
  - 2. To take personnel action subject to the provisions of N.J.S.A. 11A:1-1, et seq.;
  - 3. To maintain efficiency of operations;
  - 4. To take all necessary actions to carry out its mission in emergencies;
  - 5. To exercise control and discretion over its organization and technology in performing its work;
  - 6. To schedule Employee work hours, pursuant to the terms of this Agreement;
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
- C. It is understood and agreed that the Employer, at its sole discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

## ARTICLE VII

### RULES AND REGULATIONS

- A. The Employer and the Union recognize the obligations of each party regarding the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 to N.J.S.A. 34:13A-29 as amended.
- B. Any and all current Policies, Procedures or Regulations applicable to bargaining unit Employees that may impact contractual obligations, shall be provided to the Union office. Any and all additional, new or revised Policies, Procedures, or Regulations that may impact contractual obligations shall be provided to the Union office.

## ARTICLE VIII

### SENIORITY

- A. Seniority refers to the length of full time continuous employment in a specific classification, with the Employer.
- B. In all cases of demotions, recall, vacation leave, choice of shift and days off, seniority will be one of the factors considered by the Employer provided that the Employee has the ability to perform the work involved.
- C. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report to work after leave or acceptance of other employment while on leave.
- D. A seniority list shall be posted, any change thereto shall be provided to the Union office.

## ARTICLE IX

### HOURS OF WORK

- A. The work week shall consist of five (5) consecutive eight (8) hour workdays, Sunday through Saturday.
- B. In lieu of a meal break \$ 7.00 will be added per shift per full-time unit member. This will be pro-rated for any shift less than eight (8) hours. This amount is not to be used for pension purposes and will not be added to annual salary.
- C. The Employer may, with the consent of the Union, establish alternate work Schedules.
- D. Bidding for shifts by employees based on seniority on an annual basis. Bids to be submitted by November 1<sup>st</sup> of current year for implementation beginning January 1<sup>st</sup> of the following year.

## ARTICLE X

### BARGAINING UNIT SECURITY

- A. The Employer and the Union recognize the concept of bargaining unity security regarding duties performed by bargaining unit personnel.
- B. Employees of the Employer who are not covered by the terms of the Agreement shall not perform the duties of these bargaining unit personnel, except in cases where unforeseen circumstances arise, or for the purpose of instruction or to facilitate a short break.
- C. Notwithstanding B above, if the Employer finds it necessary or advisable to assign Police Officers or other Public Safety personnel to perform the duties of a Public Safety Telecommunicator as part of an emergency response or as a part of the Employer's early return to work program, these assignments will be made. However, these assignments shall not result in the involuntary reduction of any regular full time Employees' work week.

## ARTICLE XI

### HOLIDAYS

A. The following shall be recognized as paid Holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Good Friday
5. Easter
6. Memorial Day
7. 4<sup>th</sup> of July
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

B. If an Employee works on any of the holidays listed above, they shall receive an additional hour of straight time pay for every two (2) hours worked on a holiday. Additionally, the Employee may elect to take this holiday off at another time as permitted within the scheduling procedures.

## ARTICLE XII

### VACATION LEAVE

- A. Annual vacation shall be provided to full-time members of the bargaining unit in accordance with the following schedule:

In the first calendar year of employment, vacation will be earned at 4.67 hours per month of completed employment. Earned and unused vacation may be scheduled during the succeeding year of employment.

During the first (1 <sup>st</sup> ) calendar year of continuous service	56 working hours
During the second year and after of continuous service	96 working hours
During the fifth year and after of continuous service	136 working hours
During the tenth year and after of continuous service	176 working hours

- B. Vacation entitlement shall be prorated for any service less than a full year.
- C. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the Employee or the Employer, and with the approval of the Employer it is deferred to the following year. However, if deferred to the following year, all unused vacation must be used by April 1<sup>st</sup>.
- D. Scheduling of all vacations shall be at the discretion of the Employer. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Employer. Scheduling of vacation leave shall be granted based upon Seniority until April 1<sup>st</sup> of each year. Requests for vacation leave subsequent to April 1<sup>st</sup> shall be granted based upon first come, first served.
- E. Pay for vacation period consists of regular base pay only, excluding overtime, premium pay or pay of any other type.
- F. The Employer may, in its sole discretion, allow an Employee to take vacation time prior to its being earned. In such event, it may be withheld from the Employee's final paycheck(s), should the Employee not earn the time.
- G. Any vacation not taken by the end of the year shall be forfeited, unless the Employer requested the delay. In that event, the time shall be taken by April 1<sup>st</sup> of the following year.

- H. Vacation leave request must be submitted in writing: Request for eight hour block of vacation leave must be submitted at least forty-eight (48) hours in advance. Request for sixteen (16) hours or more off must be submitted at least two (2) weeks in advance.
- I. Vacation leave will be granted to Employees subject to the Employer's responsibility to maintain adequate staffing levels and efficiency of operations. Leave requests shall not be unreasonably denied.
- J. In case of more than one request for the same leave time, the Employee with the longest seniority shall receive preference.
- K. If a Holiday falls during a period of vacation leave, such Holiday shall not be charged to vacation leave.
- L. Upon separation of service, an Employee will be paid for earned and accumulated vacation leave.
- M. Upon separation of service, if an Employee has utilized vacation leave not yet earned, that Employee shall be responsible to reimburse the Employer for advanced leave taken.
- N. Employees who die while employed with the Borough shall have the balance of their earned vacation leave paid to their beneficiary.

## ARTICLE XIII

### PERSONAL & SICK LEAVE

#### Personal Leave

- A. Employees are entitled to eight (8) hours per year, which may be taken in four hour increments, and any unused hours are forfeited at the end of each calendar year. If service is interrupted by a cessation of employment, personal hours will be prorated.

#### Sick Leave

- A. Employees covered by the Agreement shall be entitled to the following Sick Leave accrual:
1. in the first (1<sup>st</sup>) calendar year of employment, one (1) per month.
  2. Thereafter, twelve (12) days per year, allocated on January 1 of each except that it shall be prorated for any service less than one year.
  3. Sick Leave may be accrued from year to year without limitation.
- B. Sick Leave shall be defined as an Employee's absence from duty because of personal illness, injury, or other medical necessity or of necessary attendance to the illness, injury or medical necessity of an immediate family member. Immediate family, for the purpose of this paragraph, is defined a mother, father, child, spouse, step child, step mother or step father or other living in the same domicile or a separate domicile of which the employee provides the principle support.
- C. If an employee establishes a pattern of unexecused absences, which give reason to suspect abuse of sick leave, the Employer may require explanation such as a doctor's certificate. The doctor's certificate shall designate the length and cause of absence.
- D. Employees may provide medical or other certification for absences whether or not required by the Employer. Such certifications shall be placed in the Employee's personnel file and must be considered prior to any disciplinary action being taken.

- E. An employee who cannot report to work for any reason indicated in section B above shall notify his/her immediate supervisor by telephone or personal message as current practice (four (4) hours) prior to the beginning of the Employee's workday.
- F. Unused accumulated sick accumulates indefinitely and upon retirement Employees will be paid one-half their total accumulated unused sick leave. Payment shall not exceed eighteen thousand (\$ 18,000.00) dollars. This will be paid as cash. It is agreed that compensation granted under this paragraph will include only base pay and longevity and not include any stipends or extra pay of any kind.
- G. If an Employee dies while employed by the Employer, the Employee's beneficiary shall be entitled to payments of the amounts indicated in section F above.
- H. Employees who have accumulated unused sick leave greater than he/she anticipates needing for the balance of their career may offer to exchange up to eighty (80) hours of sick leave for cash out each year. Such offers are subject to the following conditions:
  - 1. the Employee must have at least two hundred forty (240) hours in his/her accrual bank following the deduction of the hours offered for cash out;
  - 2. the Employee must provide a minimum of ninety (90) day notice of his/her offer to cash out;
  - 3. the Employer in its sole discretion may accept or defer or refuse the request to cash out;
  - 4. if the Employer accepts the cash out, the amount paid out will be deducted from the cash out of sick leave at retirement as defined in paragraph F of this section.

As an Employee approaches the balance cap as specified in paragraph F of this section, the Employer may opt to pay unused sick leave from the preceding year in the subsequent year.

## ARTICLE XIV

### LEAVES OF ABSENCES

A. Service Credit:

1. Service credit shall continue to accrue during periods of paid leave of absences under this Agreement but shall not accrue during any unpaid leave except as required by law. However, Employees shall be entitled, upon return from unpaid leave, to all service credits earned prior to commencement of leave.

B. Unpaid Leave:

1. A permanent Employee may apply for a Leave of Absence without pay for up to ninety (90) days. The permanent employee must make this request to the Appropriate Authority in writing detailing the specifics of the request.
2. Employees desiring such leave without pay shall submit his/her request, in writing, stating the reasons for such leave, the date the leave is to begin and the expected return to duty.

C. Military Leave:

1. Military Leave shall be in accordance with the Borough of Longport Personnel and Procedures Manual and Employee Handbook.

D. Medical and Family Care Leaves:

1. Employees are eligible for Family and Medical Leave and Family Leave in accordance with applicable federal and state laws and as set forth in more detail in the Borough of Longport Personnel and Procedures Manual and Employee Handbook.

E. Absences without Leave:

1. Any unauthorized absence of an Employee from duty shall be an Absence without Leave and is cause for disciplinary action.

F. Jury Duty/Court Appearances:

1. All Employees will receive their regular base pay for Jury Duty performed during their regular scheduled working hours. The Employer encourages Employees to fulfill their civic obligations and responsibilities with respect to Jury Duty. Only in exceptional cases will the Employer request that an Employee be excused.
2. When an Employee is subpoenaed to appear as a witness during work time before a Court, Legislative Committee, or a Judicial or Quasi-Judicial body, he/she shall be granted the necessary time off without loss of regular pay when appearing as a witness for the Employer.
3. Employees must notify their immediate supervisor that they have been summoned for jury duty/court appearance upon notification. Evidence of such notification shall be submitted to the immediate supervisor.
4. An Employee who is notified in advance by the Court that he/she need not be present in Court on any specific working day is required to report to work on that day as usual.

G. Bereavement Leave:

1. Bereavement Leave shall be in accordance with the Borough of Longport Personnel and Procedures Manual and Employee Handbook.

## ARTICLE XV

### OVERTIME

- A. Employees who work more than forty (40) hours per week or eight (8) hours in any day shall be eligible for overtime pay.
- B. Overtime pay shall be at the rate of one and one-half (1-1/2) the regular rate of pay.
- C. Deleted, Paragraph D will become Paragraph C. This paragraph placed into Article XI, Holidays.
- D. Full-time Employees shall be able to accrue "Compensatory Time" in lieu of Overtime pay, at the Employee's option. At no time shall any Employee have more than one hundred twenty (120) hours in said Employee's Compensatory Time Off Bank. Use of said Compensatory Time shall be at the mutual convenience of the Employer and the Employee and subject to the advance approval of the Employer.

## ARTICLE XVI

### TRAVEL

Reimbursement of approved travel expenses will be processed in accordance with the Borough's Personnel Policies and Procedures Manual and Employee Handbook and standing expense policies.

## ARTICLE XVII

### CALL-IN

Any Employee who is called into work, in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1-1/2) their regular rate of pay for all hours worked, with a minimum guarantee of two (2) hours. Call-in begins one hour before the requested report time and ends when the work is finished or at the beginning of his/her scheduled shift.

After extensive discussions, Exhibit A shall be used as a guide for the Call-In and Shift Coverage as employees may be ordered into work. It would not be the intention of the Employer to order an Employee to work, but would only do so as a last resort.

## ARTICLE XVIII

### PERSONNEL PRACTICES

- A. The Union has reviewed and accepted the Borough's Personnel Policies and Procedures Manual and Employee Handbook. The Union accepts this handbook as the operating document of the Borough.
- B. Each new Employee shall be given an employee handbook, a copy of this Agreement, appropriate benefit material and afforded the opportunity of an orientation to assist the new Employee with understanding the Employer's operations and employment expectations. Policies and Procedures shall be made available to all Employees and the Union through Power DMS.
- C. The Employer will promote the concept of upward and lateral mobility and in-house promotion. The Employer will post all job vacancies and promotional opportunities on Union bulletin boards. Such posting shall be made in advance of the application closing date and remain until such vacancy is filled. Qualified applicants who are members of the Government Workers Union shall be given consideration for available vacancies.
- D. An Employee and the Union office shall receive a copy of any item placed in an Employee's personnel file at the time of placement.
- E. No document of questionable origin shall be used to initiate disciplinary action against an Employee.

## ARTICLE XIX

### DISCIPLINE

- A. The Employer and Union agree that disciplinary action shall be corrective in aim and appropriately progressive in nature. No discipline shall be imposed except for "just cause".
- B. The Disciplinary Action Procedure described in the Longport Police Department Rules and Regulations will be the appropriate procedure followed in the administration of discipline.
- C. The Employer agrees not to discipline Employees in such a manner as to unduly embarrass the Employee in the presence of other Employees or the public. Immediate action will be taken in those instances when the infraction requires immediate action.
- D. The Union office shall be notified of any demotion, suspension or discharge initiation.
- E. Except in those cases which severity reasonably require immediate removal of an Employee from the work site, no suspension or discharge shall be imposed within fifteen (15) working days of the Employee being informed, in writing, of the intended disciplinary action/discharge.

## ARTICLE XX

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to workplace issues. The Employer and the Union shall freely communicate in an effort to resolve all issues at the earliest possible level of this procedure.
- B. Both parties shall disclose to the other, upon request, all information relevant to the examination of issues in a grievance.
- C. Grievance shall be defined as: a breach, misinterpretation, improper application or non-application of the terms and conditions set forth within the language and meaning of this Agreement or breach, misinterpretation, improper application or non-application of any policy, procedure, or rules and regulations as practiced by the Employer.
- D. **Steps of the Grievance Procedure:**

For this article, the definition of a working day is as follows: Monday through Friday, not inclusive of holidays.

- 1. **Step One:** The grievant Employee, through the Shop Steward, or the Union may take up the issue, in writing with the Employee's Supervisor Within ten (10) working days of the date the Employee or Union knew, or should have reasonably known of its occurrence. The Supervisor shall have ten (10) working days to respond, in writing to the matter.
- 2. **Step Two:** If the grievance is not satisfactorily resolved at Step One, the grievant shall, through the Shop Steward, or the Union, shall present the grievance, in writing within ten (10) working days to the Chief of Police. The Chief of Police shall have ten (10) working days to respond to the Matter.
- 3. **Step Three:** If the grievance is not resolved at Step Two, the Union may submit the matter, within twenty (20) working days to the Appropriate Authority or his/her designee. The Appropriate Authority or designee shall

Have twenty (20) working days to: respond to the grievance or schedule a hearing. The hearing, if applicable, must be scheduled within ten (10) calendar days. The Appropriate Authority shall issue a written decision in the matter indicating the decision, the facts of the case and the reasoning that supports the decision. The decision of the Hearing Officer shall issue within ten (10) calendar days of the close of the hearing.

4. If the grievance is not resolved at Step Three of the grievance procedure the grievance may be appealed to arbitration.
  - (a) Nothing in this Agreement shall be intended to compel the Union to submit a grievance to arbitration. The Union's decision to submit the grievance to arbitration shall be based on the considered merit and viability of the grievance, and shall be final as to the interests of the grievant and Union.
  - (b) The Arbitrator shall be selected by a panel of arbitrators provided by the Public Employment Relations Commission, in accordance with the Commission's rules.
  - (c) The Employer and the Union shall meet in an attempt to stipulate facts and issue(s) for the Arbitrator's consideration.
  - (d) The decision and award of the arbitrator shall be final and binding upon the Employer, the Union and the grievant or grievants to the extent permitted by law and this Agreement.
  - (e) The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement except that he/she may not make an award that exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
  - (f) The arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for Arbitration and shall have no authority to determine any other issues not submitted. The arbitrator shall

not submit observations or declarations of opinions that are not essential in reaching the determination.

- (g) The costs of the arbitrator shall be borne equally by both parties. The party incurring the cost shall pay any other expenses incurred in connection with the arbitration.
- (h) The arbitrator shall be requested to, upon being selected, commence a hearing at a time and place convenient to the parties as soon as possible. The arbitrator shall issue his/her written decision within thirty (30) calendar days of the close of the hearing.
- (i) The cost of a transcript of the arbitration proceeding, if any, shall be borne by the party requesting such transcript. If both parties desire a transcript, the cost shall be shared equally.

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ARTICLE XXI

SALARY AND WAGES

- A. The following changes to the salary and wages scheduled are agreed and reflected in the table on page 31.
  - 1. A shift differential of \$0.25 per hour is established for the 11:30 PM to 7:30 AM shift.
  - 2. The Supervisor of the Public Safety Telecommunicators will receive a responsibility differential of 7 % above the tenth year wage.
- B. The Employer in its sole discretion may place new full time employees on the wage step ladder in accordance with the Employers assessment of the individuals experience and the Employers' managerial judgement and with seniority credit as agreed between the Union and the Employer.
- C. Part time Employees will be paid at a rate ranging from \$ 11.50 an hour through an amount set by Ordinance. The Employer through the normal interview process and using managerial judgement will place the Employee in the range.
- D. Longevity clause eliminated.
- E. Existing full time Public Safety Telecommunicators will migrate into the new schedule over the next two (2) years.

PST Luis Silva on his anniversary date of this calendar year will move to the salary of \$ 51,116.08 before sliding into the 9<sup>th</sup> year salary step on Jan 1<sup>st</sup>, 2016.

PST Jennifer Zuba's salary effective January 1, 2015 will be \$ 51,116.08 before sliding into the 9<sup>th</sup> year salary step on Jan 1<sup>st</sup>, 2016.

PST Daniel Wesley Bryan's salary effective January 1, 2015 will be \$ 41,199.02 before sliding into the 4<sup>th</sup> year salary step on Jan 1<sup>st</sup>, 2016.

Jennifer L. Zuba  
D.W. Bryan

Luis M. Silva  
Joe Bonagura

Joe Bonagura

## WAGE AND SALARY SCHEDULE

	1.75 %	1.50 %	1.50 %	1.25 %
<b>Communications</b>	1/1/2015	1/1/2016	1/1/2017	1/1/2018
1 <sup>st</sup> year	\$ 35,191.13	\$ 35,719.00	\$ 36,254.79	\$ 36,707.97
2 <sup>nd</sup> year	\$ 37,285.05	\$ 37,844.33	\$ 38,411.99	\$ 38,892.14
3 <sup>rd</sup> year	\$ 39,378.97	\$ 39,969.65	\$ 40,569.20	\$ 41,076.31
4 <sup>th</sup> year	\$ 41,472.89	\$ 42,094.98	\$ 42,726.41	\$ 43,260.49
5 <sup>th</sup> year	\$ 43,566.81	\$ 44,220.31	\$ 44,883.62	\$ 45,444.66
6 <sup>th</sup> year	\$ 45,660.73	\$ 46,345.64	\$ 47,040.83	\$ 47,628.84
7 <sup>th</sup> year	\$ 47,754.65	\$ 48,470.97	\$ 49,198.03	\$ 49,813.01
8 <sup>th</sup> year	\$ 49,848.57	\$ 50,596.30	\$ 51,355.24	\$ 51,997.18
9 <sup>th</sup> year	\$ 51,942.49	\$ 52,721.63	\$ 53,512.45	\$ 54,181.36
10 <sup>th</sup> year/after	\$ 54,036.42	\$ 54,846.97	\$ 55,669.67	\$ 56,365.54
<b>Supervisor</b>				
Probationary	\$ 56,197.88	\$ 57,040.84	\$ 57,896.46	\$ 58,620.16
2 <sup>nd</sup> year/after	\$ 57,883.81	\$ 58,752.07	\$ 59,633.35	\$ 60,378.77

## ARTICLE XXII

### WORKERS' COMPENSATION

- A. If an Employee covered under this Agreement is injured while on duty for the Employer, that Employee shall be entitled to benefits under the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.).
- B. Should an Employee covered under this Agreement experience work related illness or injury, the Employer shall pay the difference between the amount received under Worker's Compensation and the Employee's regular straight time pay adjusted for the relief from Social Security tax on the Worker's Compensation payment.
- C. For the purpose of this Article, injury or illness incurred while in attendance of Employer required training programs shall be considered a work related disability.
- D. Any disability under this Article resulting in the loss of work time shall not be considered against any Employee's leave time.
- E. Employees shall be entitled to receive medical treatment for work related disability during working hours without loss of pay or leave time if such treatment is not available at other times. The Employer and the Employee will cooperate to adjust work schedules independent of seniority in order that said medical treatment schedules may be accommodated.

## ARTICLE XXIII

### HEALTH BENEFITS

Employees shall be provided with health benefits that are described in the Borough Personnel Policies and Procedures Manual and Employee Handbook, Section Four, Health Insurance Policy and Employee Health Insurance Opt out Policy.

The Employer will negotiate any substantial changes in Health Benefit coverage with the Union representative.

The Employer agrees to provide medical insurance coverage that is the same as or substantially equivalent to the State Health Benefits program.

The current Medical Insurance Plan shall be paid as per described in Chapter 2, P.L. 2010. The current prescription, dental plan and all other insurances shall continue to be paid consistent with Chapter 2, P.L. 2010.

## ARTICLE XXIV

### LAYOFF PROCEDURE

- A. The Borough may institute layoff actions, for economy and efficiency but will first consider voluntary alternatives. The Borough's Work Force Reduction Policy is described in the Borough Personnel Policies and Procedures Manual and Employee Handbook. The Borough's work force reduction policy provides for considerations of seniority, full time status, job performance and efficiency of government in determining the method of selecting Employees for layoff or job elimination.
  - 1. In the event of a reduction in force, layoffs shall be made in reverse Seniority order, i.e. the last hired shall be the first to be laid off. Seniority is determined by continuous full time service.
- B. In the event the Borough decides to close down the communications department of the Borough of Longport Police Department and utilize the services of another government entity for its dispatching needs, the Borough will provide a sixty (60) day layoff notice to all Public Safety Telecommunicators.

## ARTICLE XXV

### UNIFORMS

- A. The Employer will provide a uniform allowance to all active full time Public Safety Telecommunicators in their second or greater year of service in the amount of \$ 450.00 for each year of this contract. The allowance will be paid by April 1<sup>st</sup> of each year. This amount will be included in the said employee's paycheck and will be subject to all applicable taxes. This amount will not be part of the base salary or used for pension purposes.
- B. The said \$ 450.00 may be used to purchase, maintain and replace uniforms. Uniforms will be inspected by the Chief. The Chief may recommend a new Uniform be purchased if not up to uniform standards. The employee must purchase uniforms that meet the current standards.
- C. The Union representative may recommend desired items and styles for the Chiefs consideration. Should the Chief elect to change the duty uniform, all members will be responsible to replace their uniforms with their annual \$ 450.00 uniform allowance.
- D. The Employer shall provide to each part time member of the bargaining unit who is expected to work one hundred twenty (120) hours in the twelve (12) months going forward a personal uniform issue of: two (2) pants with one (1) belt, and two (2) shirts, one (1) long and one (1) short sleeved.
- E. Uniforms exhibiting wear may be turned in for replacement consideration only by part-timers.

## ARTICLE XXVI

### POSITION CLASSIFICATION

- A. An Employee may not be required to perform the duties of a higher paid title if the Employee does not have the requisite skills/abilities.
- B. Effective October 5, 2004, Employees appointed by the Supervisor of Communications Operators, with the approval of the Chief of Police, to act on behalf of the Supervisor for a full eight hour shift or longer will receive a five (5) percent differential above their normal shift rate for that shift.
  - 1. It is understood that this payment will not start until after five (5) working days have past on each occasion the Supervisor makes the appointment.
- C. Effective with signing of this contract, when an Employee is promoted to the Full time position of Supervisor of Communications, they will be on probationary status for one year from the date of promotion. The salary for such position is provided for in the wage and salary schedule of Article XXI, Salary and Wages on page 31. At the successful conclusion of probationary status, the Supervisor of Communications will progress to the 2<sup>nd</sup> year/after step of wage and salary schedule. In the event the new supervisor doesn't successfully complete the probationary status, the Employee will return to their previous position without loss of seniority.

## ARTICLE XXVII

### EDUCATION BENEFITS

- A. When an Employee enrolls in a work related program or college course, requested to be taken by the Employer, and completes the course with a grade of C or higher, the Employer shall reimburse the Employee for costs of tuition and books associated with the program of study.
- B. Full time Employee who have completed an accredited program of study at a college or university shall receive an annual stipend (not included in the base salary) which will be paid before the last pay of November in accordance with the following:
  - 1. Associate Degree \$ 300.00
  - 2. Emergency Medical Technician \$ 250.00
  - 3. Bachelor's Degree \$ 450.00
  - 4. Appointed TAC Officer & Alternate TAC Officer \$ 300.00

Employees hired after the signing of this contract will not be eligible for annual stipend paid for Associate Degree, Bachelor's Degree and Emergency Medical Technician.

- C. Employees are eligible for the Educational Assistance and Training Policy described in the Borough Personnel Policies and Procedures Manual and Employee Handbook, to developmental courses.

## ARTICLE XXVIII

### HEALTH AND SAFETY

- A. The Employer agrees to provide a healthy and safe work environment.
- B. The Employer agrees to make available disclosure information on hazardous materials in the workplace in accordance with Right-to-Know Law.

## ARTICLE XXIX

### STATE DISABILITY INSURANCE

The Borough anticipates joining the Temporary Disability Insurance under the State of New Jersey plan beginning in 2016 or 2017. The Government Workers Union agrees to this and understands that this would require an additional tax to be included in their payroll deductions.

## ARTICLE XXX

### GENERAL PROVISIONS

- A. If any provision(s) of this Agreement should be held unlawful or unenforceable by any court or administrative agency of competent jurisdiction, such decision shall apply to the specific portion affected by such decision. The parties shall then commence to negotiate alternative provision(s) consistent with N.J.S.A. 34:13A-3 et seq.

## ARTICLE XXXI

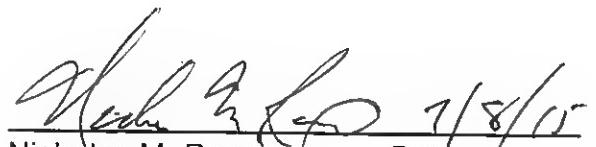
### NO STRIKE PROVISION

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Employer or any of its Employees. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including, within twenty-four (24) hours of the action, publicly disavowing the action, and advising the Employer, in writing, that the Union did not call or sanction the action. The Union shall also notify the Employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.
- C. In the event of a strike, slowdown, walkout or any other job action, it is covenanted and agreed that participation in such activity by any Union member may be deemed grounds for disciplinary action, including termination of employment of such Employee or Employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.

## ENDORSEMENTS

**IN WITNESS THEREOF**, the parties have affixed their hands and seals and agree to be bound and abide by all terms and conditions as set forth herein.

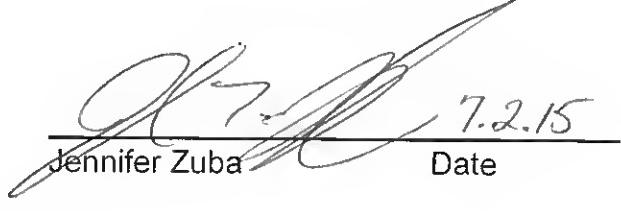
FOR THE BOROUGH OF LONGPORT:

  
Nicholas M. Russo

Date

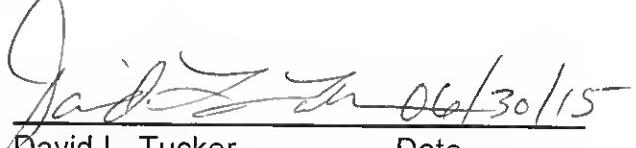
1/8/15

FOR THE GOVERNMENT WORKERS UNION:

  
Jennifer Zuba

Date

7.2.15

  
David L. Tucker,

National President

Date

06/30/15

## **Certification**

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2015 thru 12/31/2018.

Employer: Borough of Longport  
County: Atlantic  
Date: 7/10/2015  
Name: Emilia R. Strawder, RMC  
Print Name  
Title: Municipal Clerk  
  
Signature